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principal against an agent who holds the proceeds of an executed unlawful enterprise. See *Baldwin v. Potter*, 46 Vt. 402; *Yale Jewelry Co. v. Joyner*, 159 N. C. 644, 75 S. E. 993. Where the contract is actually fraudulent, these cases are open to question. See 3 WILLISTON, CONTRACTS, § 1786. At any rate, the principle has never been extended to partnerships. *McMullen v. Hoffman*, 174 U. S. 639; *Hunter v. Pfeiffer*, 108 Ind. 197, 9 N. E. 124. Moreover, the public policy invalidating the contract would lose all force as a deterrent unless it also prevented a recovery of profits, since from the nature of the agreement that is the only way in which either party would ever want it enforced.

JUDGMENTS — EQUITABLE RELIEF — PERJURY A GROUND FOR INJUNCTION. — The defendant obtained a judgment in a state court by testifying falsely and by feigning paralysis alleged to have resulted from injuries. The plaintiff, discovering the fraud and perjury, requested the state courts to vacate the judgment, but they declined on procedural grounds. The plaintiff now petitions the federal court to enjoin the enforcement of the judgment. *Held*, that an injunction will be granted. *Chicago, R. I. & P. Ry. Co. v. Callicotte*, 267 Fed. 799.

Federal and state courts of equity will enjoin the enforcement of a domestic or foreign judgment obtained by fraud, in a matter not before the court. For example, such a situation arises when a defendant has failed to assert his defense because of the assurance of the plaintiff that the latter would not prosecute the suit until he notified the defendant. *Pearce v. Olney*, 20 Conn. 544; see HIGH, INJUNCTIONS, 4 ed., § 191. The defendant has not had his day in court. But courts generally deny injunctive relief when the fraud of the plaintiff either consists in perjured testimony at the trial or relates to issues fully argued on their merits. *Steen v. March*, 132 Cal. 616, 64 Pac. 994; *Maryland Steel Co. v. Marney*, 91 Md. 360, 46 Atl. 1077. In support of their position these courts urge that a re-examination of these issues would result in endless litigation. Furthermore, the defendant has had a day in court. These are valid reasons why equity should proceed with greater hesitation and deliberation. But once the fraud or perjury is clearly established, injunctive relief should follow no less than in the other cases of misrepresentation by the plaintiff. Of course, the defendant must show that he exercised diligence and that he has a sufficient defense on the merits. *Spokane Co-operative Mining Co. v. Pearson*, 28 Wash. 118, 68 Pac. 165; *Village of Celina v. Eastport Savings Bank*, 68 Fed. 401; *Ableman v. Roth*, 12 Wis. 81; *Davis v. Overseer*, 40 N. J. Eq. 156. The principal case represents the minority but sound view.

MINES AND MINERALS — EASEMENTS — RIGHT OF PURCHASER OF COAL TO USE UNDERGROUND HAULWAYS FOR REMOVING COAL FROM OTHER LAND. — The defendant purchased all the coal under plaintiff's land, with the right to mine and remove the same. After removing part of this coal, he used the underground haulways under plaintiff's land to haul out coal from other land. The plaintiff seeks to have this practice enjoined. *Held*, that the injunction be granted. *Clayborn v. Camilla Red Ash Coal Co.*, 105 S. E. 117 (Va.).

A grant of minerals gives to the grantee an easement in the grantor's land for all purposes reasonably incident to their removal. *Marvin v. Brewster Iron Mining Co.*, 55 N. Y. 538; *Northcut v. Church*, 135 Tenn. 541, 188 S. W. 220. An easement must be restricted to the use for which it is granted. *Valley Falls Co. v. Dolan*, 9 R. I. 489; *Crabtree Coal Min. Co. v. Hamby's Adm'r.*, 28 Ky. L. 687, 90 S. W. 226. See 2 WASHBURN, REAL PROP., § 1268. Consequently if the grantee gets nothing more than such an easement he can be restrained from using the underground passages for the removal of other coal. But according to many decisions the purchaser of coal acquires not only an ease-